



**STATE OF HAWAII**  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
POST OFFICE BOX 17907  
Honolulu, Hawaii 96817

IN REPLY PLEASE REFER TO:

**ADDENDUM NO. 3**

**TO THE  
PLANS AND SPECIFICATIONS  
FOR FURNISHING LABOR AND MATERIALS  
FOR**

**Reroofing to Kalakaua Homes, HA 1062  
Honolulu, Hawai'i  
Tax Map Key No.: 2-3-019:004**

**HPHA JOB NO. 09-035-162-S/F  
IFB-CMS-2009-30**

**February 2, 2009**

**NOTICE TO ALL PROSPECTIVE BIDDERS:**

The Hawai'i Public Housing Authority (HPHA) is issuing this Addendum No. 3 to the Invitation for Bid, HPHA Job No. 09-035-162-SF for the Reroofing of Kalakaua Homes.

This Addendum modifies the original solicitation documents for the project dated January 2010. The item in this Addendum shall govern the work, taking precedence over previously issued specifications and drawings governing the items mentioned. Acknowledge receipt of this Addendum in the space provided on the sealed Bid Form.

**A. Substitution Request:**

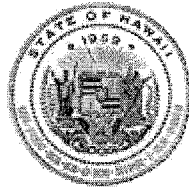
The following manufactures and product have been accepted in general, as acceptable substitutions.

<u>Section</u>	<u>Paragraph</u>	<u>Specified Product</u>	<u>Acceptable Substitute</u>
07321	2.02A.1	Monier MLT Tile Seal	Protecto Wrap Rainproof 40
07542	2.02B.1,2,3	Firestone, GAF, Genflex	Johns Mansville 80 Mil TPO System Color: White
07542	2.06C.1	GP Dens Deck ½"	Johns Manville Invinso Board

APPROVED BY:

Rick T. Sogawa  
Acting Procurement Officer





**STATE OF HAWAII**  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
POST OFFICE BOX 17907  
Honolulu, Hawaii 96817

IN REPLY PLEASE REFER TO:

**ADDENDUM NO. 2**

TO THE  
PLANS AND SPECIFICATIONS  
FOR FURNISHING LABOR AND MATERIALS  
FOR

Reroofing to Kalakaua Homes, HA 1062  
Honolulu, Hawai'i  
Tax Map Key No.: 2-3-019:004

HPHA JOB NO. 09-035-162-SF  
IFB-CMS-2009-35

January 28, 2010

**NOTICE TO ALL PROSPECTIVE BIDDERS:**

The Hawai'i Public Housing Authority (HPHA) is issuing this Addendum No. 2 to the Invitation for Bid, HPHA Job No. 09-035-162-SF for the Reroofing of Kalakaua Homes.

This Addendum modifies the original solicitation documents for the project dated January 2010. The item in this Addendum shall govern the work, taking precedence over previously issued specifications, drawings and addendums governing the items mentioned. Acknowledge receipt of this Addendum in the space provided on the sealed Bid Form.

**A. CHANGES TO SPECIFICATIONS:**

**1. DIVISION 7 – Thermal and Moisture Protection**

- a. SECTION 07015 – Preparation for Re-roofing as modified by  
Addendum 1

Subparagraph 2.01.A .1. Delete granule surfaced membrane cap sheet  
ASTM D6222, Grade G. Add smooth surfaced membrane cap sheet  
ASTM D6222, Grade S.

Subparagraph 2.01.A .1. Delete granule surfaced membrane cap sheet  
ASTM D6164, Grade G. Add smooth surfaced membrane cap sheet  
ASTM D6164, Grade S.

Delete subparagraph 3.04.B.3

All other items and conditions shall remain in full force and effect.

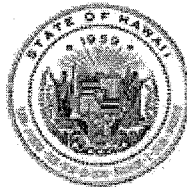
APPROVED BY:



Rick T. Sogawa  
Acting Procurement Officer



LINDA LINGLE  
GOVERNOR



BARBARA E. ARASHIRO  
ACTING EXECUTIVE DIRECTOR

**STATE OF HAWAII**  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
POST OFFICE BOX 17907  
Honolulu, Hawaii 96817

IN REPLY PLEASE REFER TO:

**ADDENDUM NO. 1**

TO THE  
PLANS AND SPECIFICATIONS  
FOR FURNISHING LABOR AND MATERIALS  
FOR

Reroofing to Kalakaua Homes, HA 1062  
Honolulu, Hawai'i  
Tax Map Key No.: 2-3-019:004

HPHA JOB NO. 09-035-162-SF  
IFB-CMS-2009-35

JANUARY 27, 2010

**NOTICE TO ALL PROSPECTIVE BIDDERS:**

The Hawai'i Public Housing Authority (HPHA) is issuing this Addendum No. 1 to the Invitation for Bid, HPHA Job No. 09-035-162-SF for the Reroofing of Kalakaua Homes.

This Addendum modifies the original solicitation documents for the project dated January 2010. The item in this Addendum shall govern the work, taking precedence over previously issued specifications and drawings governing the items mentioned. Acknowledge receipt of this Addendum in the space provided on the sealed Bid Form.

**A. PRE-BID CONFERENCE MINUTES**

1. The attached "Pre-Bid Conference Minutes dated January 20, 2010", represents a record of the meeting and of the discussions and shall be considered as additional Instruction to Bidders.

**B. CHANGES TO SPECIFICATIONS:**

**1. BIDDING AND CONTRACT REQUIREMENTS**

**a. FORM OF BID (PROPOSAL)**

Replace with attached in its entirety.

Added Item No. 2, "Variable Quantities Unit Prices"; Unit Price No. 1.

(NOTE: This revised form shall be used when submitting a proposal.)

**2. DIVISION 1– GENERAL REQUIREMENTS**

**a. SECTION 01700 – Execution Requirements**

Delete Part 1 Section 1.06 Tenant Relocation

**3. DIVISION 6 – Wood and Plastics**

**a. SECTION 06100 - Rough Carpentry**

Part 2 Section 2.04 Thermal Insulation is to be provided per drawing sheet G-004; General Note 2 at Walk-up Buildings A through H and Community Building.

**4. DIVISION 7 – Thermal and Moisture Protection**

**a. SECTION 07015 – Preparation for Re-roofing**

Delete Paragraph 2.01.A. Add new Paragraphs 2.01.A and 2.01.B

**“A. Membrane for Torch- Down Application, provide either:**

- 1. APP System Cap Sheet: Granule-Surfaced Roofing Membrane Cap Sheet: ASTM D 6222, Grade G, Type I or II, APP-modified asphalt sheet (reinforced with polyester fabric) or ASTM D 6223, Grade G, Type I or II, APP-modified asphalt sheet (reinforced with a combination of polyester fabric and glass fibers);**
- 2. SBS System Cap Sheet: Granule-Surfaced Roofing Membrane Cap Sheet: ASTM D 6164, Grade G, Type I or II, SBS-modified asphalt sheet (reinforced with polyester fabric) or ASTM D 6163, Grade G, Type I or II, SBS-modified asphalt sheet (reinforced with glass fibers) or ASTM D 6162, Grade G, Type I or II, SBS-modified asphalt sheet (reinforced with a combination of polyester fabric and glass fibers).**

**B. Self- Adhesive cap sheet not permitted. “**

Delete Article 3.04. Add new Article 3.04

**“3.04 TEMPORARY ROOFING MEMBRANE**

- A. Provide temporary roof membrane over exposed substrate at the end of each working day of roofing demolition.**
- B. Install roofing membrane directly to concrete deck according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing" and as follows:**
  - 1. Deck Type: C (concrete or non nailable).**
  - 2. Adhering Method: T (torched).**
  - 3. Base Sheet: One.**
- C. Temporary roofing membrane may remain in place as substrate for application of adhered insulation and single ply roofing specified in Section 07015.”**

**b. SECTION 07321 – Concrete Roofing Tiles**

Revise Paragraph 1.09.B. to read:

- “B. Installation Warranty: Warrants products of this section, as installed, to be in accord with the Contract Documents and free from faults and defects in materials and workmanship for a period of 2 years after completion.”**

**c. SECTION 07542– Thermoplastic Membrane Roofing**

Part 2 Section 2.05 B Tapered Insulation is required for this project. The existing roof does not have a sloped slab per the existing drawings.

**d. SECTION 07542 – Thermoplastic Membrane Roofing**

Delete Paragraph 2.06.A. Add Paragraph 2.06.A and B. Renumber subsequent paragraphs accordingly.

**“2.06 INSULATION ACCESSORIES**

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing specified in this section and temporary roofing membrane to remain specified in Section 07015.**
- B. Low-Rise Expanding Insulation Adhesive: Roofing system manufacturer's standard, two-part, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with roofing membrane and base flashings.**
  - 1. OMG – Olybond Classic or Firestone ISO Fix. “**

Delete Paragraph 3.03.G. Add new Paragraph 3.03.G:

**"G. Adhered insulation and overlay board: Install in low-rise expanding adhesive or cold fluid-applied adhesive in strict coordination with manufacturer's project specific requirements regarding building height, warranty and wind uplift. Enhance perimeter and corner adhesion as required to meet or exceed uplift performance specified in Part 1 above."**

**C. CHANGES TO DRAWINGS:**

**1. ARCHITECTURAL DRAWINGS**

- a. Sheets A-602; Detail C4 Eye Bolt Detail – delete note "Provide Sealant All Around" and add note "Provide Pitch Pocket per Manufacturer"
- b. Sheets A-603; Detail C1 Overflow Scupper Detail – delete note "Existing Sheet Metal Scupper Clean and Remove Rust" and add note "Provide TPO Coated Sheet Metal per Manufacturer".
- c. Sheets A-603; Detail C2 Overflow Scupper Detail – delete note "Existing Sheet Metal Scupper Clean and Remove Rust" and add note "Provide TPO Coated Sheet Metal per Manufacturer".

**D. SUBSTITUTION REQUEST:**

1. **SUBSTITUTION REQUEST NO. 1:** dated 1-22-10  
Substitution of Firestone TPO 80 mil.

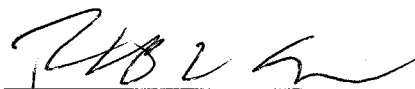
**RESPONSE:** NOT APPROVED – 8552 Fibertite 60 mil thick membrane not acceptable in lieu of product/system specified.

**E. FURLOUGH DAYS**

1. See attached calendar of HPHA furlough days through June 2010 that are applicable to HPHA and the Kalakaua project site. Therefore on all days noted as furlough days, work will be permitted and must be coordinated with the appropriate management personnel.

All other items and conditions shall remain in full force and effect.

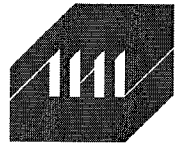
APPROVED BY:



Rick T. Sogawa  
Acting Procurement Officer



# PRE-BID CONFERENCE MINUTES



DATE /TIME: **January 20, 2010**  
**9:30 AM**

PROJECT NO: 5954.000

ARCHITECTS HAWAII  
LIMITED

PROJECT: **Reroofing to Kalakaua Homes**

LOCATION: **Kalakaua Homes**

**A. INTRODUCTIONS:**

Sahar Ibrahim – HPHA-CMB  
Becky Choi – HPHA-CPO  
Clyde Nakano – HPHA-CMB  
Charles Nishimoto – Architects Hawaii

**B. ATTENDANCE:**

See sign in sheet.

**C. BIDDING DATES & STIMULUS FUNDING:**

HPHA discussed.  
Notice of intent to bid – February 1  
Bid Due – February 9  
Contractor Questions Due - January 25  
Addendum Due – January 25

CG available at HPHA - \$10 Fee

Stimulus funding requires restrictive monthly reports. You should include in bid for heavy reporting.  
When submitting documents make sure everything is correct.  
Project requires written approval to proceed on anything – you may not get paid.

**D. PROJECT DESCRIPTION & SCOPE OF WORK:**

AHL reviewed the scope of work.  
Reroof Buildings A to H and Community Building with concrete tile roof. Building A will also have TPO roof at the 1 bedroom 1 story roof. Copper gutter and downspout to remain and needs repair to all the joints. Parapet cap flashing to remain, joints need to be sealed.

Reroof Mid-rise Building with TPO roof. Hot water pipes to be removed and new pipes will need to be raised about 2' above roof. There is no AC equipment on roof.

**E. ALTERNATES, ALLOWANCES AND UNIT PRICES**

There is one (1) unit price item for damage plywood roof decking.

**F. CURRENT WORK OR SERVICES BY OTHERS**

There is currently one project being bid for the high-rise for reroofing, spalling and miscellaneous items.

**G. BID ADDENDUM**

Acknowledge receipt on Bid Form

**H. COMPLETION TIME**

120 days





---

**I. OBTAINING PLANS AND SPECIFICATIONS**

1. HPHA Plan Rooms

**J. DRUG FREE WORK PLACE**

1. Job Site is Drug-Free Work Place

**K. STAGING, ACCESS, PARKING, USE OF FACILITIES**

Contractor needs to coordinate all work with Kalakaua Homes management

**L. COMMENTS FROM CONTRACT AND PROCUREMENT OFFICE**

1. ARRA FUNDS.

This project will be federally funded by the American Recovery and Reinvestment Act of 2009 (ARRA), commonly known as the stimulus funds. As such, it is subject to mandatory federal reporting requirements such as, "How many jobs were created?, How many jobs were saved?" etc. as a result of ARRA.

This reporting is required of the General Contractor of their firm and all of its subcontractors in a timely fashion on a monthly basis as described in the Special Conditions.

This project will be subject to an audit by the Inspector General. Davis Bacon wages and Certified Payrolls, Section 3 requirements, etc. will be reviewed and verified by HPHA and the IG. ARRA is a new thing; rules are being made and changed as we go. Please consider that and the heavy record keeping and reporting requirements when calculating your bids.

60% of all ARRA funds must be expended by March 17, 2011 and 100% by March 17, 2012. Internally, HPHA must execute the contract by March 1st or stands a chance to lose the funding. There is NO ROOM FOR ERRORS in the bids as any error will cause a delay that will require the Attorney General to give a legal opinion, possibly missing the ARRA funding deadline.

2. Bid Forms & Submittals

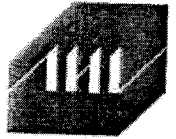
When filling out forms, make sure that the company name is consistent with how it is registered to do business. If your company's legal name has a dba, please include it on all forms. If "Incorporated" is part of the name, do NOT write "Inc." but rather spell it out or vice versa as it is registered.

Make sure to double check your math. Tax shall be calculated on the TOTAL bid amount. (Subcontractors' tax shall be adjusted for and incorporated into the Contractor's bid.) Do not leave any lines blank. Do not add any conditions, additional materials, brochures, etc.; this is not a request for proposal but rather an invitation to bid. Be sure to list all subcontractors (any work done by anyone other than your employees).

3. If awarded the contract, do NOT proceed on any work unless the authorization to do so is in writing from the Contract and Procurement Office (CPO) or you may jeopardize being paid for that work. This includes ALL field orders by anyone: architect, HPHA engineer, inspector, etc. You *must* have *written authorization* from CPO.

**M. SITE TOUR**

# PREBID CONFERENCE



DATE: January 20, 2010

PROJECT NO: 5954.000

PROJECT: Reroofing to Kalakaua Homes

ARCHITECTS-HAWAII

## ATTENDANCE ROSTER

Name	Company	Phone	e-mail
1. RICK FORD	CERTIFIED CONIT	841-0957	CCI Hawaii OMECC
2. BRAD YOUNG	AKAMAI ROOFING	486-5555	akamairoofing@hawaii.net
3. ELIEZER VALENCIANO	INDEX BUILDERS INC.	689-7668	index895@hawaii.net
4. Timali Hicks	Hi-Tec roofing	841-7663	Timali.hicks@hawaii.net
5. Ken Gerhardt	Hi-Tec Roofing	841-7663	achita@hawaii.net
6. Kraig Smith	MRC Inc	842-4464	kraigsmithe@hawaii.net
7. Rocky Rivera	Lee Ward Roofing	496-7660	LEEWARD Roofing Co. Inc.
8. PAUL MOLINA	MOLINA Engineering	528-1633	Molina Engineering Co.
9. Ron Lloyd	RR Roofing	895-0059	ronlloyd@RRROOFING.COM
10. Ty Boughton	Leakmaster Roofing	216-6628	Ty@leakmaster.com
11. Roger Bertrich	West Coast Roofing Inc	896-1211	roger@westcoastroofing.com
12. MIKE VIMBS	Beachside Roofing	864-7889	Myones@beachsideroofing.com
13. Sahar Ibrahim	HPHA - CMB	832-5987	Sahar.M.Ibrahim@hawaii.gov
14. BECKY CHOI	HPHA - CFO	832-1892	BECKY.L.CHOI@HAWAII.GOV
15. Boyd G.N. Richardson	HPHA AMP34 BNAWII	977-0195	Boyd.G.Richardson@hawaii.gov
16. Clyde Nakano	HPHA - CMB	620-3340	Clyde.S.Nakano@hawaii.gov
17. DARRIN ARITA	ARITA-POULSON GC	870-7777	darryl@arita-poulson.com
18. Charles Nishimoto	Architects/HI	523-9636	chishimoto@architects-hi.com
19.			
20.			
21.			
22.			
23.			
24.			

IFB CMS-2009-35

FORM OF BID (PROPOSAL)

FOR

FURNISHING LABOR AND MATERIALS REQUIRED FOR

**RE-ROOFING TO KALAKAUA HOMES, HA 1062**

TAX MAP KEY: (2-3-019:004)

**HPHA JOB NO. 09-035-162-S/F**

To: Procurement Officer  
Hawaii Public Housing Authority (HPHA)  
1002 North School Street  
Honolulu, Hawaii 96817

1. The undersigned Bidder, having visited the site of work and being familiar with the conditions under which the work is to be performed and having read the specifications and other contract documents relating to **Job No. 09-035-162-S/F, RE-ROOFING TO KALAKAUA HOMES (HA 1062), HONOLULU, HAWAII,** hereby proposes to furnish all labor, materials, equipment, tools, transportation, permits, incidentals and supplies required to complete the project in full accordance with the contract documents for the following price(s) and within the contract duration of 120 Calendar Days.

Item No. 1: Performing all operations and furnishing all equipment, tools, materials and labor necessary for RE-ROOFING TO KALAKAUA HOMES, for a total lump sum of:

\$ \_\_\_\_\_

Hawaii General Excise Tax \_\_\_\_\_%

\$ \_\_\_\_\_

Sub-Total Bid Item No. 1 including GE Tax

\$ \_\_\_\_\_

Item No. 2: **Variable Quantities Unit Prices:**

Bidder includes in the Lump sum Bid Price, costs for variable quantities unit prices that are itemized below and described in specification SECTION 01270 – VARIABLE QUANTITIES UNIT PRICES.



DESCRIPTION	ESTIMATED QUANTITIES	UNIT COSTS	SUBTOTAL COST
Unit Price No. 1: Removal & replacement of decayed existing plywood roof sheathing.	12,650 sf	\$ _____/sf	\$ _____
Hawaii General Excise Tax _____%		\$ _____	
Sub-Total Bid Item No. 2 including GE Tax		\$ _____	

**TOTAL BID INCLUDING TAX** \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

2. In submitting this bid, it is understood that the award of contract will be made to the lowest responsible Bidder for the Total Bid (Bid Item No.1 plus Bid Item No. 2) Including Tax.
3. In submitting this bid, it is understood that the Bidder has examined and is familiar with the existing site conditions and the scope of work as provided by the drawings and specifications and accepts all conditions of the work.
4. The Bidder proposes to complete the work within the time specified in the special conditions from date of notice to proceed after acceptance of bid.
5. The HPHA reserves the right to accept or reject any and all bids and to determine the lowest responsive and responsible bidder.
6. The Bidder understands that this bid may not be withdrawn within 120 days after the opening of bids.
7. The Bidder understands that no supplemental literature, brochures or other unsolicited information should be included in the bid packet. Any such literature, brochures or other unsolicited information shall not be considered. Any bid offering any other sets of terms and conditions contradictory to those included in this IFB may be rejected without further notice.
8. It is understood and agreed that if the Bidder fails to start work at the job site within 30 days as scheduled on the approved working schedule, the failure will be sufficient cause to terminate the contract as specified in the HPHA General Conditions (Item 7.27 TERMINATION OF CONTRACT FOR CAUSE). Work at the job site is defined as any Contractor operations as detailed in the working schedule approved by the HPHA.



9. Failure to complete the bid proposal in its entirety may cause a bid to be considered non-responsive.
10. Bid Security in the Sum of: \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).
- in the form of \_\_\_\_\_ is submitted herewith in accordance with the HPHA General Conditions.
11. Upon acceptance of this bid, the undersigned hereby agrees to enter into, execute and deliver the contract set forth in the specifications and furnish the required performance and payment bond within 15 days after the Contract is presented to him for signature.
12. It is understood and agreed that if any portion of the work is funded by the Federal Capital Fund Stimulus Grant, the provisions of the American Recovery and Reinvestment Act (ARRA) will apply to all work and any subsequent change orders/modifications.
13. AMERICAN RECOVERY AND REINVESTMENT ACT 2009.  
The resulting Contract for this IFB is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") and Federal Regulations and other guidance from the federal government implementing the ARRA.  
The CONTRACTOR shall comply with all applicable ARRA requirements as may be amended from time to time, including without limitation, maintaining records that identify adequately the source and application of ARRA funds to maximize the transparency and accountability of ARRA funds. The CONTRACTOR shall also agree to provide all information and documentation required by the federal government and the STATE in order to comply with the ARRA requirements. In the event of a conflict between the terms of this Contract and the ARRA requirements, the provisions of the ARRA requirements shall be controlling.
14. Recovery Act-Reporting Requirements. Pursuant to section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. Therefore, in addition to the required monthly progress reports, the CONTRACTOR shall agree to:
- Submit quarterly activity and financial reports not later than five (5) days after the end of the three (3) month period as stated below, as applicable.
  - Fulfill all reporting requirements prescribed by the HPHA within the deadlines set by HUD for the quarterly reports as listed below, as applicable.



	Type of Report	Time of Performance Report	Due to the STATE
<b>Reporting Year 1</b>			
	1 <sup>st</sup> Quarterly Report	October 1, 2009 through December 31, 2009	January 5, 2010
	2 <sup>nd</sup> Quarterly Report	January 1, 2010 through March 31, 2010	April 5, 2010
	3 <sup>rd</sup> Quarterly Report	April 1, 2010 through June 30, 2010	July 5, 2010
	4 <sup>th</sup> Quarterly Report	July 1, 2010 through September 30, 2010	October 5, 2010
<b>Reporting Year 2</b>			
	1 <sup>st</sup> Quarterly Report	October 1, 2010 through December 31, 2010	January 5, 2011
	2 <sup>nd</sup> Quarterly Report	January 1, 2011 through March 31, 2011	April 5, 2011
	3 <sup>rd</sup> Quarterly Report	April 1, 2011 through June 30, 2011	July 5, 2011
	4 <sup>th</sup> Quarterly Report	July 1, 2011 through September 30, 2011	October 5, 2011
<b>Reporting Year 3</b>			
	1 <sup>st</sup> Quarterly Report	October 1, 2011 through December 31, 2011	January 5, 2012
	2 <sup>nd</sup> Quarterly Report	January 1, 2012 through March 18, 2012	March 23, 2012

c. Submit other reports as instructed by the STATE.

d. All reports shall include without limitation:

- (1) The total amount of ARRA funds received by the Contractor during the reporting period.
- (2) The amount of ARRA funds that were expended or obligated during the reporting period.
- (3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - (a) The name of the project or activity.
  - (b) A description of the project or activity.
  - (c) An evaluation of the completion status of the project or activity.
  - (d) An estimate of the number of jobs created and the number of jobs retained by the project or activity.
- (4) A summary of income and expenditures to date.
- (5) A summary of payroll reports that shall include in detail the payment of salary or wages for each employee, and pay roll tax and fringe benefits costs; and



- (6) A summary of hours worked and number of employees employed by the CONTRACTOR during the reporting period.
- (7) Detailed information on any subcontract awarded by the CONTRACTOR in compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), including:
  - (a) A list of all subcontractors working on the project during the reporting period.
  - (b) Dollar amount of each subcontractor contract.
  - (c) Number of employees employed by each subcontractor during the reporting period.
- (8) Other data as may be required by the HPHA and HUD.
- e. Submit backup documentation for expenditures of ARRA funds, including timecards and invoices, as required by the HPHA and HUD.
- f. Reports submitted must not contain protected personal identifiable information, limited rights data (proprietary data), classified information, or other information not subject to release.
- 15. Recovery Act-Delinquent Reports. The CONTRACTOR shall comply with all reporting requirements under the Recovery Act. Failure to comply with the reporting requirements is considered a material noncompliance with the terms of this Contract. The CONTRACTOR's failure to comply with the reporting requirements may, in addition to other penalties, subject the CONTRACTOR to the following:
  - a. After failure to report complete data by the due date stated above for two (2) consecutive reporting periods, the CONTRACTOR may be precluded from drawing down funds until such time as the CONTRACTOR becomes current in its reporting obligations.
  - b. After failure to report complete data by the due date stated above for three (3) consecutive reporting periods, the HPHA may terminate the Contract for cause.
- 16. Recovery Act-Segregation of Funds. In multiple-funded projects, the ARRA funds shall not be commingled with other funds used to complete a project(s). The CONTRACTOR shall segregate the obligations and expenditures related to the ARRA funds. The Contractor shall further track, account for, and report on all ARRA funds (including specific outcomes and benefits attributable to ARRA funds) separately from all other funds. Accordingly, the CONTRACTOR's accounting system must ensure that the ARRA funds are not commingled with funds from any other source. Personnel, employees, and subcontractors whose



activities are to be charged to this Contract shall maintain timesheets to document hours worked for activities related to this Contract.

17. Recovery Act-Wage Requirements. The CONTRACTOR shall comply with section 1606 of the Recovery Act that requires the payment of Davis-Bacon Act (40 U.S.C. 31) wage rates to "laborers and mechanics employed by contractors or subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government". Pursuant to the Recovery Act, laborers and mechanics shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 title 40, United States Code. Wage determinations can be found at [www.wdol.gov](http://www.wdol.gov).

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this Contract, which is in excess of \$2,000 for construction, alteration or repair, including painting and decorating.

18. Recovery Act-Buy American Requirement. In accordance with section 1605 of the ARRA, the Contractor agrees that it shall not use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless all of the iron, steel, and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in section 1605 of the Recovery Act. Further information on American made products can be found at [www.americansworking.com](http://www.americansworking.com).

19. Recovery Act-NEPA and Related Laws. The CONTRACTOR shall comply with the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.), other related Federal laws (including the National Historic Preservation Act), and all applicable State and local environmental laws and regulations.

20. Recovery Act-Whistleblower Protection: The CONTRACTOR shall comply with section 1553 of the ARRA that prohibits discharging, demoting or otherwise discriminating against an employee who discloses information that the employee reasonably believes to be evidence of: a) gross management of ARRA funds; b) gross waste of ARRA funds; c) substantial and specific danger to public health or safety related to the use of ARRA funds; d) abuse of authority related to the use of ARRA funds; or e) violations of law related to contracts funded in whole or in part by the Recovery Act.

21. Recovery Act-Misuse of ARRA Funds. The CONTRACTOR understands and shall agree that misuse of ARRA funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under this Contract, and civil





and/or criminal penalties. This provision is in addition to all other remedies available to the STATE under all applicable federal and state laws and county ordinances.

22. Recovery Act-Requirements and Conditions. The CONTRACTOR shall comply with any and all applicable ARRA requirements and conditions, any amendments, modifications and clarifications of the Recovery Act as well as any additional requirements imposed by law.
23. Recovery Act-Requirements Applicable to Subcontractor. The Contractor shall include these special conditions, requirements and terms in any of its subcontracts for projects funded in whole or in part with ARRA funds available under the American Recovery and Reinvestment Act of 2009. The Contractor shall further agree to be responsible for oversight of its subcontractors' spending and for monitoring the specific outcomes and benefits attributable to the use of the ARRA funds by its subcontractors.
24. BIDDER SHALL BE RESPONSIBLE TO CONFIRM THE EXISTENCE OF ANY ADDENDUM TO THIS BID SOLICITATION BY TELEPHONING (808) 832-5987.
25. Receipt of the following addenda (if any) issued by the HPHA is acknowledged by the date(s) of receipt indicated below:

Addendum No. 1 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

It is understood that failure to receive any such addendum shall not relieve the Bidder from any obligation of this Proposal.

OFFICIAL ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# **Furlough Calendar for: Hawaii Public Housing Authority \***

October 2009						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Holiday: None

November 2009						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Holiday: November 11 & 26  
Veterans' Day & Thanksgiving

December 2009						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Holiday: December 25  
Christmas

January 2010						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Holiday: January 1 & 18  
New Year's Day & Dr. Martin  
Luther King, Jr. Day

February 2010						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Holiday: February 15  
President's Day

March 2010						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Holiday: March 26  
Prince Jonah Kuhio  
Kalaniana'ole Day

April 2010						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	



Holiday: April 2  
Good Friday

May 2010						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holiday: May 31  
Memorial Day

June 2010						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Holiday: June 11  
King Kamehameha I Day

	= Furlough day when office will be closed
	= State Holiday

\* Internally manage the 1 remaining furlough day on a branch by branch basis